

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
WALTER NEIRA SANCHEZ, *on behalf of*
himself, FLSA Collective Plaintiffs, and the Class,

Plaintiff,

-v-

NEW YORK KIMCHI CATERING, CORP.
et al.,

Defendants.
-----X

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 9/11/2018

ORDER

16-CV-7784 (JLC)

JAMES L. COTT, United States Magistrate Judge.

WHEREAS, the parties came before the undersigned for a settlement conference on September 10, 2018 and reached a settlement; and

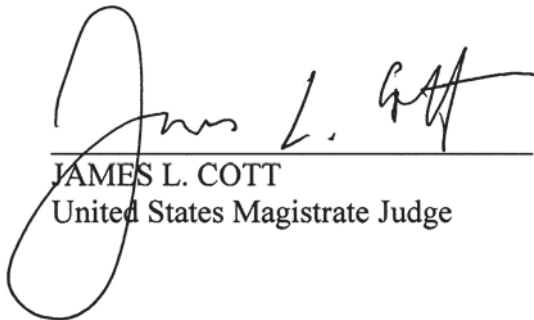
WHEREAS, the parties have consented to the undersigned's jurisdiction over this matter for all purposes under 28 U.S.C. § 636(c);

IT IS HEREBY ORDERED that the parties are directed to file a joint letter motion along with their settlement agreement (and a stipulation of discontinuance) **no later than October 10, 2018** to request court approval. The letter motion should explain why the proposed settlement is fair and reasonable and otherwise comply with the Second Circuit's decision in *Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199 (2d Cir. 2015). The parties are directed to this Court's rulings in *Cruz v. Relay Delivery, Inc.*, 17-CV-7475 (JLC), 2018 WL 4203720 (S.D.N.Y. Sept. 4, 2018) (no reemployment provision impermissible and provision related to communication with media should not be overly restrictive); *Rivera v. Relay Delivery, Inc.*, 17-CV-5012 (JLC), 2018 WL 1989618 (S.D.N.Y. Apr. 26, 2018) (release that was broader and thus more favorable to defendants than plaintiff's narrower release was impermissible); *Howard v. Don Coleman Advertising, Inc.*, 16-CV-5060 (JLC), 2017 WL 773695 (S.D.N.Y. Feb. 28, 2017)

(mutual non-disparagement provision must include carve-out for truthfulness); and *Souza v. 65 St. Marks Bistro*, 15-CV-327 (JLC), 2015 WL 7271747 (S.D.N.Y. Nov. 6, 2015) (regarding impermissible confidentiality provisions and the proper scope of mutual general releases), for further guidance.

SO ORDERED.

Dated: New York, New York
September 11, 2018



A handwritten signature in black ink, appearing to read "James L. Cott", is written over a horizontal line. Below the line, the name and title are printed in a serif font.

JAMES L. COTT
United States Magistrate Judge